

## **Sponsored Research Agreement**

This Sponsored Research Agreement ("Agreement") is by and between [Company Name] ("Sponsor"), having an address at [address], and The Ohio State University ("Ohio State"), having an address at 1960 Kenny Road, Columbus, Ohio 43210, to specify the mutual understandings of the Parties with regard to conducting a collaborative research project of mutual interest.

**WHEREAS**, the performance of the Research Project (as defined in this Agreement) is consistent with the Sponsor's goals, as well as the instructional and research objectives of Ohio State, and with its status as a public educational institution.

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

### **Article 1. Definitions**

1.1. "Affiliate" shall mean any entity that controls Sponsor, is controlled by Sponsor, or is controlled by the same entity which controls Sponsor. For this purpose, control shall mean direct or indirect ownership of fifty-one percent (51%) or greater, or the maximum percentage allowed by law, of the voting or equity interest of the controlled entity.

1.2. "Confidential Information" as used in this Agreement shall mean written or tangible information disclosed by either Party, Affiliates, or a third party working on behalf of either Party or Affiliates, and marked with an appropriate legend such as "Confidential". Confidential Information shall also include information that is known or reasonably should have been known by the Party receiving the information to be confidential. Confidential Information as used in this Agreement does not include any information which (a) is publicly available at the time of disclosure, (b) becomes publicly available after disclosure through no fault of the receiving Party, (c) is in the receiving Party's possession prior to disclosure, as demonstrated by competent evidence, (d) is rightfully acquired by the receiving Party after disclosure by a third party who was lawfully in possession of the Confidential Information and was under no obligation to the disclosing Party to maintain its confidentiality, (e) is independently developed by the receiving Party without access or reference to the Confidential Information of the disclosing Party, or (f) is required by law (including Ohio public records laws), regulation and/or court order to be disclosed, provided that the receiving Party first provides the other Party with reasonable advance written notice of such required disclosure.

1.3. "Joint Subject Inventions" shall mean Subject Inventions first conceived and first reduced to practice by Ohio State Researchers jointly with employees, independent contractors, or other third parties working for or on behalf of Sponsor or Affiliates.

1.4. "Ohio State Subject Inventions" shall mean all Subject Inventions first conceived and first reduced to practice only by one or more Ohio State Researchers.

1.5. "Party" or "Parties" shall mean Sponsor or Ohio State, in singular or plural usage, as required by context.

1.6. "Practice" shall mean: (i) making, having made, using, selling, offering for sale and/or importing, and (ii) sublicensing the right to carry out the activities listed in the foregoing (i).

1.7. "Principal Investigator" shall mean the Ohio State principal investigator under which the Research Project shall be conducted.

1.8. "Research Project" shall mean the research funded by Sponsor under this Agreement that is specified in Exhibit A, the Statement of Work ("SOW"), which is incorporated herein and made a part of this Agreement.

1.9. "Researcher or Researchers" shall mean Ohio State faculty members, staff employees and students who work on the Research Project funded by Sponsor under this Agreement.

1.10. "Research Results" shall mean all data collected, general methodology, laboratory notes and any results that are generated by Ohio State Researchers during and within the scope of the Research Project. Notwithstanding anything herein to the contrary, the term "Research Results" does not include any Confidential Information or Ohio State Subject Inventions.

1.11. "Sponsor Subject Inventions" shall mean all Subject Inventions first conceived and first reduced to practice only by one or more employees, independent contractors, or other third parties working for or on behalf of Sponsor or Affiliates.

1.12. "Subcontractor" shall mean any third party to whom Ohio State assigns part of the performance of any services pursuant to a Research Project.

1.13. "Subject Invention(s)" shall mean any patentable invention that is first conceived and first reduced to practice during and within the scope of the Research Project specified in the SOW. Conception and reduction to practice of a Subject Invention shall be determined in accordance with Title 35 of the United States Code and the corresponding common law of the United States of America.

## **Article 2. Non-Disclosure**

2.1. Confidential Information of the disclosing Party shall be maintained by the receiving Party in strict confidence. The Parties shall not disclose the other Party's Confidential Information to any third party, except as set forth in this Agreement. Each Party shall not use the other Party's Confidential Information for any purpose other than those purposes specified in this Agreement. Furthermore, each Party expressly wishes to receive only that Confidential Information of the other which is necessary for accomplishing the purposes of this Agreement, and each Party will take reasonable steps to limit its disclosure of Confidential Information only to that which is deemed necessary.

2.2. Ohio State may disclose Sponsor's Confidential Information to Researchers and Subcontractors requiring access thereto for the sole purpose of this Agreement or a Research Project, provided that prior to making any such disclosures, each such Researcher and Subcontractor shall be apprised of the duty and obligation to (a) maintain Confidential Information in confidence and (b) not use such information for any purpose other than in accordance with the terms and conditions of this Agreement.

2.3. Sponsor may disclose Ohio State's Confidential Information to its employees having a need to know and who are needed to accomplish the purpose of the Research Project, however, prior to making any such disclosures, Sponsor will apprise such of its employees of the duty and obligation to (a) maintain Confidential Information in confidence and (b) not use such information for any purpose other than in accordance with the terms and conditions of this Agreement.

2.4. The Parties agree that the obligations of confidentiality and non-use imposed on them under this Agreement shall survive and continue for three (3) years following: (i) disclosure of Confidential Information in association with the Research Project, or (ii) the conclusion or other termination of the Research Project.

### **Article 3. Research Work and Personnel**

3.1. Ohio State agrees to carry out the Research Project in accordance with the terms of this Agreement.

3.2. No replacement of the Principal Investigator identified in the SOW shall be permitted without the prior written approval of Sponsor. Should Ohio State at any time be unable to provide the services of the Principal Investigator, it must promptly notify Sponsor. Ohio State agrees to use reasonable efforts to identify Ohio State personnel of equivalent ability and propose such personnel as replacement. Sponsor's acceptance of the new Principal Investigator shall not be unreasonably withheld. If Ohio State cannot provide the Principal Investigator or an alternate replacement acceptable to Sponsor, then Sponsor shall have the right, at its sole discretion, to terminate the Research Project in accordance with Article 7.

3.3 Ohio State shall not make material modifications or amendments to the Research Project without the prior written consent of Sponsor.

3.4 If Sponsor desires to make any material modification or amendment to the scope of the Research Project, Sponsor must submit a written request to Ohio State (each such written request, a "Change Order Request"). Upon receipt of a Change Order Request, Ohio State shall let Sponsor know if it accepts such Change Order Request and if it does, Ohio State shall promptly deliver to Sponsor a statement of anticipated additional fees as may be required by Ohio State to accept such Change Order Request. Any accepted Change Order Request must be executed by both Parties and shall be made part of this Agreement.

### **Article 4. Reports and Conferences**

4.1. A final report shall be submitted by Ohio State within sixty (60) days of: (a) the conclusion of the Research Project, (b) early termination of this Agreement, or (c) termination of the Research Project.

4.2. During the Research Project, at Sponsor's reasonable request, representatives of Ohio State will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or any proposed changes therein, of the Research Project.

## **Article 5. Costs, Payments, Billings, and Other Support**

5.1. It is agreed that the budget for the Research Project, as set forth in Exhibit A, shall set forth Sponsor's financial obligation to Ohio State for the Research Project, unless amended in writing by the Parties.

## **Article 6. Publication and Publicity**

6.1 The Research Results can be published and presented by the Researchers anywhere, unless specifically agreed to otherwise by the Parties in the SOW. Company understands that any publication restriction shall invalidate Ohio State's fundamental research exemption under 15 CFR 734 and 22 CFR 120.11 and, as a result, shall require additional compliance review and may require a formal technology control plan ("TCP"), or export license for the Research Project. As a result, the SOW shall include any special terms, conditions and costs necessary for any such required compliance review, TCP or export license.

6.2 Sponsor shall be provided copies of any proposed publication or presentation at least thirty (30) days in advance of such proposed publication or presentation (such thirty (30) days hereinafter referred to as "Publication Review Period") to object to such proposed presentation or proposed publication on the grounds that (a) it contains Sponsor Confidential Information, or (b) it contains an Ohio State Subject Invention or a Joint Subject Invention for which Sponsor wishes to seek patent protection. Sponsor Confidential Information shall be deleted from any proposed publication or presentation as a matter of right to Sponsor, but, subject to postponing publication for purposes of patent filing as described in this Section 6.2, such right does not limit the aforementioned right of Researchers to freely publish the Research Results and other information (except for Sponsor Confidential Information), including but not limited to Ohio State Subject Invention(s) or Joint Subject Invention(s). If, during the Publication Review Period, Sponsor objects to the proposed publication or presentation on the grounds that it contains Ohio State Subject Invention(s) or Joint Subject Invention(s) for which Sponsor wishes to seek patent or other protection, Ohio State shall postpone public disclosure by up to sixty (60) days following the end of the Publication Review Period. It is not the purpose or desired effect of this provision to delay the normal academic progress of a graduate student of Ohio State with respect to preparation and submission of a graduate thesis or dissertation. In the event that the graduation of a graduate student could, in Ohio State's reasonable opinion, be delayed as a result of adherence to the provisions of this paragraph, Ohio State shall provide notice of its concern to Sponsor and the Parties will discuss in good faith, with recognition that time is of the essence, a mutually acceptable plan for maintaining the student's graduation schedule while avoiding any loss or forfeiture of intellectual property rights due to publication or non-confidential disclosure of the Research Results.

6.3 Neither Party shall use, directly or by implication, the name, logos or other trademarks of the other Party or the name of any member of the staffs thereof in any publicity or advertising without prior written approval of the other Party. For Ohio State, such written approval must come from its Office of Trademark Licensing & Services.

## **Article 7. Term and Termination**

7.1. Subject to the termination provisions of this Article 7 and Section 3.2, (a) the term of this Agreement is from [insert date] to [insert date].

7.2. Sponsor may terminate this Agreement by providing ninety (90) days prior written notice to the other Party. If Sponsor terminates this Agreement under the provisions of this Article 7 or Section 3.2 above, Sponsor shall pay for all costs incurred up to and including the effective date of termination, and for all non-cancelable obligations, including specific obligations for student support, made before the date of termination, hereinafter, collectively referred to as "Termination Costs."

7.3. In the event that either Party commits any (a) curable breach of or default in any of the terms or conditions of this Agreement, and fails to remedy such default or breach within thirty (30) days after receipt of written notice from the non-breaching or non-defaulting Party, or (b) breach of or default in any of the terms or conditions of this Agreement that cannot by its nature be cured, then the non-breaching or non-defaulting Party may, at its sole discretion, and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such notice. Furthermore, provision of notice to a Party of a particular breach of this Agreement shall not prevent the noticing Party from later providing notice of a different breach of this Agreement.

7.4. Termination of this Agreement by either Party for any reason shall not affect the rights and obligations of the Parties that accrued prior to the effective date of termination of this Agreement.

No termination of this Agreement, however effectuated, shall affect or release the Parties hereto from their rights and obligations under Articles 2, 6-12, 20, 21, and 24 hereof.

## **Article 8 Ownership and Preservation of Rights**

8.1. Except for Ohio State's right to control publication of (i) the Research Results and (ii) Ohio State Subject Inventions, Sponsor shall have the non-exclusive right to use the Research Results for any purpose worldwide, except that Sponsor shall not publicly disclose Research Results when such public disclosure may affect patentability of Ohio State Subject Inventions and Joint Subject Inventions without first consulting Ohio State.

8.2. Ohio State shall own all Ohio State Subject Inventions, Sponsor shall own all Sponsor Subject Inventions, and Ohio State and Sponsor shall jointly own all Joint Subject Inventions. Sponsor and its Affiliates will not Practice any Ohio State Subject Invention on which a patent application is pending or issued without first securing a license or assignment from Ohio State as set forth in Article 9, below. It is recognized and understood that any inventions, discoveries and intellectual property rights of Ohio State or Sponsor that either exist as of the Effective Date or are created or developed outside of the scope of or not during a Research Project are the separate property of Ohio State or Sponsor, respectively, and are not affected by this Agreement, and none of the Parties shall have any claims or rights in such separate inventions, discoveries and intellectual property of the other Party.

8.3. Ohio State shall promptly disclose to Sponsor in writing any Ohio State Subject Invention or Joint Subject Invention of which Ohio State becomes aware.

8.4. Should Sponsor elect rights under Section 9.2 or Section 9.3 below, Ohio State shall have sole control of the preparation, filing, prosecution, and maintenance of all rights in Ohio State Subject Inventions. Should Sponsor further notify Ohio State that it desires to file a patent application on a Joint Subject Invention within thirty (30) days following notice of such Joint Subject Invention, then Sponsor shall assume the sole and exclusive right to control the preparation, filing and prosecution of such patent applications and Sponsor shall diligently pursue filing of the patent application at Sponsor's sole expense in the name of both Ohio State (or the Ohio State Innovation Foundation, as determined by Ohio State) and Sponsor. Ohio State shall be provided a reasonable opportunity to review and comment on patent applications claiming Joint Subject Inventions prior to filing to the extent practicable under the circumstances and Ohio State and Sponsor will cooperate to preserve any attorney-client privileges recognized under applicable law in protection of their joint community of interest.

8.5 Sponsor shall have the sole and exclusive right to control the preparation, filing and prosecution of all patent applications solely claiming Sponsor Subject Inventions at Sponsor's sole expense.

8.6. Should Sponsor elect rights under Section 9.4 below and pays the Upfront Technology Access Fee, Sponsor, in consultation with Ohio State (as described below), shall have the exclusive right to control the preparation, filing, and prosecution of each patent application that claims an assigned Ohio State Subject Invention or a Joint Subject Invention, at Sponsor's sole expense. Ohio State shall reasonably be provided an opportunity to review and comment on patent applications claiming assigned Ohio State Subject Inventions and Joint Subject Inventions prior to filing to the extent practicable under the circumstances and Ohio State and Sponsor will cooperate to preserve any attorney-client privileges recognized under applicable law in protection of their joint community of interest.

8.7. If Sponsor elects not to prepare, file and prosecute a patent application claiming a Joint Subject Invention under Section 8.4 above, or in the event that Sponsor wishes to abandon a patent application or a patent on a Joint Subject Invention, then Ohio State shall assume any patent prosecution costs that it decides to pay from that point on.

8.8. Each Party agrees to cooperate with the other Party, to execute all lawful papers and instruments, and to make all lawful oaths and declarations as may be necessary in the preparation, filing, prosecution, maintenance and enforcement of each patent application or patent specific to a Subject Invention.

8.9. In the case of a patent that is specific to a Joint Subject Invention and for which Sponsor has not received an exclusive license or an assignment, each party shall retain full rights under U.S. law as joint owners regardless of whether that party pays any patent costs. For clarity, such full rights include the right to: (a) Practice the Joint Subject Inventions, (b) license to third parties to Practice the joint owner's rights in Joint Subject Inventions under the patent in question, and (c) to enforce the patent to the maximum extent permitted by the applicable law.

8.10. Nothing in this Article 8 shall be interpreted in a manner contrary to the publication provisions of Article 6 herein.

## Article 9 – Intellectual Property Rights

9.1. With respect to patent rights claiming Ohio State Subject Inventions and Joint Subject Inventions, Sponsor shall select one and only one of the following: (A) an option to negotiate a license as more fully described in Section 9.2 below; (B) a non-exclusive, royalty-free license with an Upfront Technology Access Fee as more fully described in Section 9.3 below; or (C) an assignment of rights with an Upfront Technology Access Fee as more fully described in Section 9.4 below, by checking (including the date and initials of Sponsor's authorized official) one of the following boxes:

- Option to negotiate a license (Section 9.2);
- Non-exclusive, royalty-free license with an Upfront Technology Access Fee (Section 9.3); or
- Assignment of rights with an Upfront Technology Access Fee (Section 9.4).

9.2. Sponsor shall have the option to negotiate an exclusive license under Ohio State's rights in patent rights claiming Ohio State Subject Inventions and Joint Subject Inventions to Practice Ohio State Subject Inventions and Joint Subject Inventions on commercially reasonable terms. Sponsor's rights under this Section 9.2 shall expire six (6) months after notification to Sponsor of a particular Ohio State Subject Invention or Joint Subject Invention.

9.3. Upon Sponsor's checking (including date and initials of Sponsor's authorized official) and then payment of an Upfront Technology Access Fee of either:

- (1) 10% of the Research Project budget (\$\_\_\_, \_\_\_\_\_); or
- (2) A base fee of \$6,000, whichever is greater, and upon execution of this Agreement,

Sponsor is entitled to a worldwide, nonexclusive, paid-up license to Ohio State's rights in patent rights claiming Ohio State Subject Inventions. Sponsor will have the right to sublicense to its subsidiaries and affiliates. Sponsor agrees to pay patent application and maintenance costs on such patent rights claiming Ohio State Subject Inventions on a pro rata basis with any additional non-exclusive licensees of such rights.

9.4 Assignment of Ohio State's rights in Ohio State Subject Inventions and Joint Subject Inventions to Sponsor upon Sponsor's checking (including date and initials of Sponsor's authorized official) and then payment of an Upfront Technology Access Fee of either:

- (1) 25% of the Research Project budget (\$\_\_\_\_,\_\_\_\_); or
- (2) A base fee of \$15,000, whichever is greater, upon execution of this Agreement.

9.5. Should the Parties agree to increase the Research Project budget following initiation of the Project, then the Upfront Technology Access Fee described in Section 9.3 or 9.4 above shall be recalculated using the amount of the revised, total Research Project budget. Any difference between the recalculated fee and the Upfront Technology Access Fee already paid-for by Sponsor shall be payable to Ohio State upon execution of the Change Order for the revised Project budget. The Parties further agree that the actual assignment of Ohio State's rights in Ohio State Subject Inventions and Joint Subject Inventions provided for in Section 9.4 above shall be contingent upon and occur following such time that Sponsor's total financial obligation to Ohio State for the Research Project is paid-in-full.

9.6. Ohio State will invoice Sponsor for the fees listed in Sections 9.3 and 9.4 and the recalculated fees described in Section 9.5 above. Sponsor shall pay Ohio State within thirty (30) days following receipt of such invoices. If Sponsor fails to pay any fees due to Ohio State within ninety (90) days following receipt of such invoice, then the election of the license or assignment by Sponsor under Sections 9.3 or Section 9.4 shall be of no effect and all rights of Sponsor in Ohio State Subject Inventions and Joint Subject Inventions shall thereafter be governed by Section 9.2. The address for invoices to Sponsor under this Section 9.6 will be identified in Exhibit A.

9.7. Regardless of the right selected by Sponsor in Sections 9.1-9.4, Ohio State retains rights to use Research Results and Ohio State Subject Inventions and Joint Subject Inventions for research, teaching and educational purposes.

9.8. Notwithstanding the foregoing, for Ohio State Subject Inventions and Joint Subject Inventions that: (a) are related to human or animal health, disease or nutrition; (b) incorporate the use of federal, state or philanthropic funding by Sponsor or Ohio State; (c) include a subcontract to a third party; or (d) involve rights to any inventions, discoveries or intellectual property of Ohio State that exist as of the Effective Date of a Research Project, Sponsor's choice of patent rights under this Article 9 shall be solely limited to the option to negotiate a license under Section 9.2.

## **Article 10. Independent Contractor**

10.1. Each of the Parties is an independent contractor and not the agent, partner, or employee of the other Party and as such, each Party shall not be entitled to any benefits applicable to employees of the other Party. Neither Party is authorized or empowered to act as agent for the other Party for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Each Party shall comply with all applicable laws and regulations.

10.2. If Ohio State's services are provided by any Subcontractors, Ohio State shall include in its subcontracts provisions which impose obligations on Subcontractors that are consistent with the obligations imposed on Ohio State with respect to confidentiality and non-use as set forth in this



Agreement and the full assignment to Ohio State of any and all Subcontractors' ownership rights and interests in and to any and all Subject Inventions.

#### **Article 11. Indemnification**

Sponsor will indemnify, defend, and hold harmless Ohio State, its respective trustees, directors, faculty, employees, agents, contractors, subcontractors, fellows and students (the "Indemnitees") from any liability, damage, loss, or expense (including attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement or the research done under this Agreement ("Claims"), except to the extent that the liability is due to the gross negligence or willful misconduct of Ohio State. Ohio State will notify Sponsor of any Claims and will cooperate with Sponsor in the defense of the Claims. Sponsor will, at its own expense, provide attorneys acceptable to the Ohio Attorney General to defend against any Claim with respect to which Sponsor has agreed to indemnify Ohio State. Sponsor will not make any settlement regarding Ohio State without the consent of Ohio State and the Ohio Attorney General, approval of which will not be unreasonably withheld.

#### **Article 12. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any legal action involving this Agreement will be adjudicated in the State of Ohio, without regard to its conflict of laws doctrine.

#### **Article 13. Assignment**

This Agreement shall not be assigned by either Party without the prior written consent of the Parties hereto, except Sponsor may assign this Agreement to any Affiliate, any majority stockholder of Sponsor, or any purchaser of all or substantially all of Sponsor's business, without such consent. In the event of such an assignment, Sponsor shall use best efforts to promptly notify Ohio State.

#### **Article 14. Agreement Modification**

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the Parties hereto.

#### **Article 15. Entire Agreement**

This Agreement sets forth the full and complete understanding of the Parties as of the Effective Date. There are no representations, warranties, understandings or agreements other than those expressly set forth herein. Notwithstanding the foregoing, separate agreements that have been executed between Sponsor or any Affiliate, on one hand, and Ohio State, on the other hand, prior to this Agreement, and that are relied upon to address particular subjects are not superseded or rescinded by this Agreement unless expressly agreed to in writing by the Parties.

## **Article 16. Conflict**

In the event of a conflict between the terms of this Agreement and any special terms and conditions in the SOW, the terms of this Agreement shall control.

## **Article 17. Force Majeure**

If, due to force majeure, either Party is unable to carry out any of its obligations under this Agreement, either in whole or in part, and if such Party gives timely notice to the other Party thereof, then the obligation of the Party giving such notice shall be suspended for a reasonable period of time, or to the extent made necessary by such force majeure. The term "force majeure" as used herein shall mean any cause beyond the control of the Party affected thereby, including but not limited to, acts of God; acts of public enemy; insurrections; riots; explosions; acts of nature; pandemics; floods; fires; interruption to transportation and commerce; breakdown of or damage to plants, equipment, pipelines or facilities; federal, state or municipal interference; quarantine or lockdown; governmental regulation, campus closures or legislation; acts of civil or military authority; embargoes; border closures; or travel restrictions that directly and materially impairs either Party's performance of this Agreement.

## **Article 18. Waivers**

Neither Party shall be deemed to have waived any of its rights under this Agreement unless the waiver is in writing and signed by such Party. The failure or delay of Sponsor, its Affiliates or Ohio State to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

## **Article 19. Caption**

The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of any Article or paragraph hereof.

## **Article 20. Export Control**

Sponsor shall not disclose or provide to Ohio State or any Researcher or agent of Ohio State, any items, materials, software, technology, or information subject to the licensing provisions of International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, and Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without limitation, without the prior written notice to and advance approval by the Ohio State Export Control Officer. Upon request, Sponsor agrees to provide Ohio State with the U.S. Munitions List ("USML") designation or Export Control Classification Number ("ECCN") of any items, materials, software, technology, or information provided by Sponsor to Ohio State or a signed certification that all provided items, materials, software, technology, or information are not ITAR-controlled and are classifiable as EAR99. Sponsor agrees to assist Ohio State in making any export control determinations Ohio State deems necessary.

## **Article 21. Notices**

All notices pertaining to this Agreement shall be in writing, and shall be deemed to have been duly given if hand delivered, sent via facsimile, electronic mail, or mailed by certified or registered mail, postage prepaid, and if addressed to the Party at the address shown at the signature line hereof with a copy to:

### Sponsor:

Name  
Title  
Address  
Phone  
Email

### Ohio State:

Office of Sponsored Programs  
The Ohio State University  
1960 Kenny Road  
Columbus, OH 43210

PH: 614-292-3187

and

Technology Commercialization  
Corporate Engagement Office  
The Ohio State University  
1524 N. High St.  
Columbus, OH 43201

or if addressed to such other address as may be furnished in writing by either Party.

## **Article 22. Construction**

This Agreement shall not be construed against the Party preparing it but shall be construed as if both parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one Party.

## **Article 23. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties agree that a facsimile or .pdf copy of a signature or electronic signature of a Party hereto shall have the same effect and validity as an original signature.

**Article 24. Disclaimer of Warranty**

IN VIEW OF THE EXPERIMENTAL NATURE OF ANY RESEARCH PROJECT CONDUCTED HEREUNDER, OHIO STATE MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WHETHER EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, IN CONNECTION WITH THE DELIVERABLES AND RESULTS PROVIDED BY OHIO STATE UNDER THIS AGREEMENT, AND OHIO STATE DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THOSE OF NON-INFRINGEMENT, MERCHANTABILITY, OPERABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, APPROVABILITY BY REGULATORY AUTHORITIES, TIME AND COST OF DEVELOPMENT, PATENTABILITY AND BREADTH OF PATENT RIGHTS WITH RESPECT TO ANY INFORMATION, DESIGN, SPECIFICATION, PROTOTYPE OR ANY OTHER ITEM FURNISHED TO SPONSOR, OR TO OTHERS AT SPONSOR'S REQUEST, IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT THEREOF.

**ACCEPTED AND AGREED:**

**Sponsor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The Ohio State University**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**READ AND UNDERSTOOD:**

**Principal Investigator**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **STATEMENT OF WORK**

- 1. Title of Research Project:**
- 2. Specific Work to be Performed:**
- 3. Principal Investigator/Researchers:**
- 4. Period of Performance:**
- 5. Research Project Schedule:**
- 6. Payment Schedule:**
- 7. Project Cost:**
- 8. Proposed Exchanges of Personnel (if any):**
- 9. Research Project Reports and Other Deliverables:**
- 10. Required compliance reviews, TCPs or export licenses and additional associated costs:**
- 11. Contacts (Administrative, PI, Billing, etc.):**